

## EXHIBIT “A”

MORTGAGE NOTE

dated August 2, 2005

from

72 Grandview, LLC

Maker

to

20 Deare Road, LLC

Payee

MORTGAGE NOTE

STATE OF NEW YORK, COUNTY OF NEW YORK, ss,

August 3, 2005

\$420,000.00

FOR VALUE RECEIVED, 72 Grandview, LLC, having an address at 72 Grandview Drive, Shirley, New York 11967 ("Maker"), hereby covenants and promises to pay to 20 Deare Road, LLC, a limited liability company, having an address at 20 Deare Road, Selden, NY 11784 ("Payee"), or order, at Payee's address first above written or at such other address as Payee may designate in writing, Four Hundred Twenty Thousand Dollars (\$420,000.00), lawful money of the United States of America, together with interest thereon computed from the date hereof at the rate of 7.875 percent per annum, shall be payable in monthly installments in the amount annexed hereto as Exhibit "A".

Maker covenants and agrees with Payee as follows:

1. Maker will pay the indebtedness evidenced by this Note as provided herein.
2. This Note is secured by a mortgage of even date herewith (the "Mortgage"), which Mortgage is a lien upon the property which is more particularly described in the Mortgage. All of the covenants, conditions and agreements contained in the Mortgage expressly are incorporated by reference herein and hereby are made a part hereof. In the event of any conflict between the terms of this Note and the terms of the Mortgage, the terms of the Mortgage shall be paramount and shall govern.
3. In the event any payment due hereunder shall not be paid on the date when due, such payment shall bear interest at the rate of ten (10%) percent per annum, from the date when such payment was due until paid. In addition, Maker shall pay a late payment premium of two (2%) percent of any principal or interest payment made more than fifteen (15) days after the due date thereof, which premium shall be paid with such late payment. This paragraph shall not be deemed to extend or otherwise modify or amend the date when such payments are due hereunder. The obligations of Maker under this Note are subject to the limitation that payments of interest shall not be required to the extent that the charging of or the receipt of any such payment by the holder of this Note would be contrary to the provisions of law applicable to the holder of this Note limiting the maximum rate of interest which may be charged or collected by the holder of this Note.
4. The holder of this Note may declare the entire unpaid amount of principal and interest under this Note to be immediately due and payable if Maker defaults in the due and punctual payment of any installment of principal or interest hereunder.

5. Payee agrees that Payee will look solely to the property more particularly described in the Mortgage, and any other collateral given for security of the indebtedness evidenced by this Note or secured by the Mortgage, for the payment and performance of the provisions hereof and of the Mortgage, and that Payee will not seek or take any personal or deficiency judgment against Maker or any partner, shareholder, officer or principal of Maker, disclosed or undisclosed, with respect to such indebtedness or performance; provided, however, that nothing herein shall be deemed to affect otherwise the rights of Payee to proceed against the property described in the Mortgage or other collateral as in the Mortgage or elsewhere provided.

6. Maker shall have the right to prepay the indebtedness evidenced by this Note, in whole or in part, without penalty, at any time, without prior written notice to Payee. The installment payments provided for herein shall continue without change after any such prepayment.

7. Maker, and all guarantors, endorsers and sureties of this Note, hereby waive presentment for payment, demand, protest, notice of protest, notice of nonpayment, notice of intention to accelerate maturity, notice of acceleration of maturity, and notice of dishonor of this Note. Maker and all guarantors, endorsers and sureties consent that Payee at any time may extend the time of payment of all or any part of the indebtedness secured hereby, or may grant any other indulgences.

8. Any notice or demand required or permitted to be made or given hereunder shall be deemed sufficiently made and given if given by personal service or by Federal Express courier or by the mailing of such notice or demand by certified or registered mail, return receipt requested, with postage prepaid, addressed, if to Maker, at Maker's address first above written, or if to Payee, at Payee's address first above written. Either party may change its address by like notice to the other party.

9. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any change, modification, termination, waiver, or discharge is sought. This Note shall be construed and enforced in accordance with the laws of New York.

IN WITNESS WHEREOF, Maker has executed this Note on the date first above written.

72 Grandview, LLC

By: Annie Lombardi  
Annie Lombardi

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.

On the 3 day of August, 2005, before me, the undersigned notary public, personally appeared Anne Lombardi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

DAWN BACHAN MUCKUNLALL  
Notary Public, State of New York  
No. 01BA6112158  
Qualified in Nassau County  
Commission Expires June 28, 2008

BY# ~~92222~~

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERED TO BELOW;

BORROWER: 72 GRANDVIEW LLC

CO BORROWER: ANNIE LOMBARDI

ORIGINATOR: 20 DEARE ROAD LLC

ORIGINAL PRINCIPAL BALANCE: \$420,000.00

PAY TO THE ORDER OF:

Capitol, LLC

WITHOUT RECOURSE

20 Deare Road, LLC

BY: 

TITLE:

BV# 305534

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERED TO BELOW:

BORROWER: 72 GRANDVIEW LLC

CO BORROWER: ANNIE LOMBARDI

ORIGINATOR: 20 DEARE ROAD LLC

ORIGINAL PRINCIPAL BALANCE: \$420,000.00

PAY TO THE ORDER OF:

Capital, LLC

WITHOUT RECOURSE

20 Deare Road, LLC

BY: 

TITLE:

BV# 305534

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERED TO BELOW:

BORROWER: 72 GRANDVIEW LLC

CO BORROWER: ANNIE LOMBARDI


ORIGINATOR: 20 DEARE ROAD LLC

ORIGINAL PRINCIPAL BALANCE: \$420,000.00

PAY TO THE ORDER OF:

WITHOUT RECOURSE

Capital, LLC

BY:   
Nat Lucangeli

TITLE: Vice President

SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: MORTGAGE/WM  
Number of Pages: 7  
Receipt Number : 05-0098803  
MORTGAGE NUMBER: CW069373

Recorded: 09/21/2005  
At: 09:19:34 AM

LIBER: M00021132  
PAGE: 758

District: 0200 Section: 983.10 Block: 01.00 Lot: 022.000  
EXAMINED AND CHARGED AS FOLLOWS  
Mortgage Amount: \$420,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$21.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Affidavit	\$0.00	NO	Cart. Copies	\$0.00	NO
RPT	\$30.00	NO	SCFM	\$0.00	NO
Mort. Basic	\$2,100.00	NO	Mort. Addl.	\$1,230.00	NO
Mort. Spl Addl.	\$0.00	NO	Mort. Spl Asst	\$1,050.00	NO
			Fees Paid	\$4,456.00	

MORTGAGE NUMBER: CW069373

THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL

Edward P. Romaine  
County Clerk, Suffolk County

1 2		RECORDED 2005 Sep 21 09:19:24 AM Edward P. Roscine CLERK OF SUFFOLK COUNTY REC'D 1132 P 733 C069373	
Number of pages <u>7</u> TORRENS Serial # _____ Certificate # _____ Prior Crt. # _____			
Deed / Mortgage Instrument		Deed / Mortgage Tax Stamp	
3		Recording / Filing Stamps	
FEES			
Page / Filing Fee <u>21</u> Handling <u>5.00</u> TP-384 _____ Notation _____ RA-52 17 (County) _____ Sub Total <u>26</u> RA-52 17 (State) _____ R.P.T.S.A. <u>3</u> Comm. of Ed. <u>5.00</u> Affidavit _____ Certified Copy _____ NYS Surcharge <u>15.00</u> Sub Total <u>50</u> Other _____ Grand Total <u>76</u>		Mortgage Amt. <u>400,000</u> 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec. Asslt. _____ or _____ Spec. Adj. _____ TOT MTG. TAX <u>4380</u> Dual Town _____ Dupl County _____ Held for Appointment _____ Transfer Tax _____ Extension Tax _____ This property covered by this mortgage is or will be improved by a one or two family dwelling only. YES _____ or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.	
4 Dist. <u>0200</u> Section <u>985.10</u> Block <u>01.00</u> Lot <u>022.00</u> Real Property Tax Service Agency Verification 0200 08310 0100 022000 P.T.S. R.C.M.A. 20-SEP-05		5 Community Preservation Fund Consideration Amount \$ _____ CPT Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____	
6 Satisfaction/Discharges/Release List Property Owner Mailing Address RECORD & RETURN TO: <u>Rahimanan &amp; Associates, LLC</u> <u>1250 Broadway, Suite 3701</u> <u>New York, NY 10001</u>		7 Title Company Information Co. Name <u>SJA Companies</u> Title # <u>58521553</u>	
<b>Suffolk County Recording &amp; Endorsement Page</b>			
This page forms part of the attached <u>Mortgage</u> made by <u>12 Grandview, LLC</u> The premises herein is situated in SUFFOLK COUNTY, NEW YORK. TO <u>20 Clare Road, LLC</u> In the Township of <u>Brookhaven</u> In the VILLAGE _____ or HAMLET of _____			
BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.			

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MORTGAGE

dated August 3, 2005

from

72 Clarendonview, LLC

mortgagor

to

20 Deane Road, LLC

mortgagee

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DIST 0200  
Section: 983.10  
Block: 01.00  
Lot: 022.000  
County: Suffolk

Please record and return to:

Rahmanian & Associates, LLC  
1250 Broadway, Suite 3701  
New York, New York 10001

MORTGAGE

MORTGAGE, dated August 3, 2005, made by 72 Grandview, LLC, having an address at 72 Grandview Drive, Shirley, New York 11967 ("mortgagor") to 20 Deere Road, LLC, a limited liability company, having an address at 20 Deere Road, Selden, NY 11784 ("mortgagee").

WITNESSETH, that to secure the payment of an indebtedness in the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00), to be paid with interest thereon in accordance with a certain Note of even date herewith, and for good and valuable consideration the receipt and sufficiency whereof hereby are acknowledged, the mortgagor hereby mortgages to the mortgagee the following property (hereinafter referred to as the "premises"):

*Suffolk*  
*0000*  
*983.10*  
*01.00*  
*Lot 022* ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Shirley, the County of Suffolk and the State of New York, being more particularly described in Exhibit A attached hereto and made a part hereof;

TOGETHER with all right, title and interest, if any, of the mortgagor in and to any streets and roads abutting said premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the mortgagor in and to said premises;

TOGETHER with all right, title and interest of mortgagor in and to any and all fixtures, chattels and articles of personal property attached to or used in connection with the aforesaid Premises, including without limitation furnaces, boilers, oil burners, radiators, piping and plumbing fixtures, refrigeration, air conditioning and sprinkler systems, gas and electrical fixtures, stoves, ranges, kitchen cabinets, awnings, screens, window shades, elevators, motors, dynamos, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings on the Premises, and any and all replacements thereof and additions thereto;

TOGETHER with all awards heretofore or hereafter made to mortgagor for any taking by eminent domain of all or any part of the Premises or any easement therein, including any awards for changes of grade of streets, which awards hereby are assigned to mortgagee who is authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply them to the payment of the indebtedness secured hereby;

BEING the premises is identified as Section 983.10, Block 01.00 and Lot 022.000.

AND the mortgagor covenants with the mortgagee as follows:

1. The mortgagor shall pay the indebtedness as provided in the Note.

*The above premises is improved by a one /  
family dwelling.*

EXHIBIT A

Property Description

\* ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Brookhaven, County of Suffolk and State of New York, known and designated as Lot Number 843 and the northerly 40 feet of lot number 844, as shown on a certain map entitled, "Map of Mastic Acres, Unit 11B" filed in the Office of the Clerk of Suffolk County on April 14, 1947 as Map Number 1535, being bounded and described as follows:

BEGINNING in the westerly line of Grandview Drive distant 60.00 feet northerly from the point where the northerly line of Traveler Drive, if extended westerly, would intersect with the westerly line of Grandview Drive;

RUNNING THENCE from said point or place of beginning, North 82 degrees 10 minutes 20 seconds West 205 feet more or less to the mean high water mark of Bellport Bay, as shown on aforementioned filed map;

RUNNING THENCE along a tie line on a course North 7 degrees 49 minutes 40 seconds East 90.00 feet to the southerly line of lot 842, on aforementioned map;

RUNNING THENCE along said line, South 82 degrees 10 minutes 20 seconds East 205 feet more or less to the westerly side of Grandview Drive;

RUNNING THENCE along the westerly side of Grandview Drive, South 7 degrees 49 minutes 40 seconds West 90.00 feet to the point or place of BEGINNING. \*

2. The mortgagor shall keep the buildings on the premises insured against loss or damage by fire, for the benefit of the mortgagee; shall assign and deliver the policies to the mortgagee; and shall reimburse the mortgagee on demand for any insurance premiums paid for by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning or delivering said policies. In addition, the mortgagor, within ten days after notice and demand, shall keep the premises insured against war risk and such other hazards as the mortgagee reasonably may request. The insurance policies shall contain the usual extended coverage endorsement and shall be in such amounts and with such companies as shall be satisfactory to the mortgagee. The provisions of Section 254 of the Real Property Law shall apply to all insurance required by this Mortgage.
3. No building on the premises shall be substantially altered, removed or demolished without the prior written consent of the mortgagee. The mortgagor shall keep the premises in as good order, repair and condition as they now are, reasonable wear and tear excepted, shall not commit or permit any waste of the premises, and shall comply with all governmental rules, regulations and requirements of law applicable to the premises or the use thereof.
4. The mortgagor shall pay all real estate taxes, assessments, water charges and sewer rents, and in default thereof, the mortgagee may pay the same and the mortgagor on demand shall repay the amount so paid with interest at the rate provided for in the Note and the same shall be added to the principal secured hereby.
5. The whole of the aforesaid principal sum shall become due and payable at the option of the mortgagee: (a) after default in the payment of any installment of principal or interest for fifteen (15) days; or (b) after default in the payment of any real estate taxes, assessments, water charges or sewer rents affecting the premises for thirty (30) days after notice and demand, or after default in exhibiting to the mortgagee, within thirty (30) days after demand, receipts showing payment of all real estate taxes, assessments, water charges and sewer rents; or (c) after default for fifteen (15) days after notice and demand in insuring the buildings on the premises, or in assigning and delivering the policies insuring the buildings, or in reimbursing the mortgagee for premiums paid on such insurance, as herein above provided; or (d) after default upon request in furnishing a statement of the amount due on this Mortgage and whether any offsets or defenses exist against the indebtedness secured hereby, as hereinafter provided; or (e) after the actual or threatened alteration, demolition or removal of any building on the premises without the prior written consent of the mortgagee; or (f) if the buildings on said premises are not maintained in reasonably good repair; or (g) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental authority having jurisdiction over the premises within three months from the issuance thereof; or (h) if on application of the mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the premises; or (i) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages, reservations of title or other encumbrances thereon; or (j) after the assignment of the rents of the premises or any part thereof without the prior written consent of the

mortgagee; or (k) after thirty days notice to the mortgagor in the event of the passage of any law deducting from the value of land for purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured by real property for state or local purposes; or (l) if the mortgagor, for ten days after notice and demand, fails to keep, observe or perform any of the other covenants, conditions or agreements contained in this Mortgage.

6. The holder of this Mortgage, in any action to foreclose this Mortgage or sell the premises, shall be entitled to the appointment of a receiver of the rents, issues and profits of the premises.

7. In case of a foreclosure sale, said premises, or so much thereof as may be affected by this Mortgage, may be sold in one parcel.

8. The mortgagor, within fifteen (15) days after request, shall furnish a duly acknowledged certificate stating the amount due on this Mortgage and stating whether there are any offsets or defenses against the indebtedness secured hereby.

9. The mortgagor warrants title to the premises.

10. If any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the indebtedness secured hereby), to which action or proceeding the mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the mortgagee for the expenses of any litigation to prosecute or defend the rights or lien created by this Mortgage (including reasonable attorneys' fees), shall be paid by the mortgagor on demand, with interest at the rate provided for in the Note, and shall be added to the principal secured hereby. In any action or proceeding to foreclose this Mortgage, or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by the preceding covenant.

11. The mortgagor hereby assigns to the mortgagee the rents, issues and profits of the premises as further security for the payment of the indebtedness secured hereby. The mortgagor grants to the mortgagee the right to enter upon and to take possession of the premises for purposes of collecting the same and to let the premises or any part thereof, and to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of the indebtedness secured hereby.

12. The mortgagor, in compliance with Section 13 of the Lien Law, will receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the payment of the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part thereof for any other purpose.

13. Notwithstanding any other provision of this Mortgage to the contrary, the mortgagee agrees that the mortgagee will look solely to the premises for the payment and performance of the provisions of the Note and this Mortgage, and that the mortgagee shall not seek or take any personal or deficiency judgment against the mortgagor or any partner, shareholder, officer or principal of the mortgagor, disclosed or undisclosed, with respect to such indebtedness or

performance; provided, however, that nothing herein shall be deemed to affect otherwise the rights of the mortgagee to proceed against the premises in foreclosure.

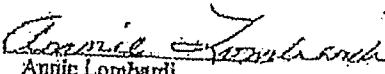
14. The mortgagor shall have the right to prepay the indebtedness evidenced by the Note, in whole or in part, without penalty, without prior written notice to the mortgagee.

15. Notices and demands or requests shall be in writing and may be served in person or by Federal Express courier or by certified or registered mail, return receipt requested, with postage prepaid.

16. This Mortgage shall be governed by the laws of New York. This Mortgage may not be changed or terminated orally. The covenants contained in this Mortgage shall run with the land and bind the mortgagor and the heirs, executors, administrators, legal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall inure to the benefit of the mortgagee and the heirs, executors, administrators, legal representatives, successors and assigns of the mortgagee.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the mortgagor on the date first above written.

72 Grandview, LLC

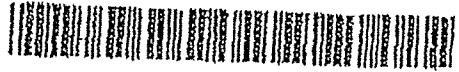
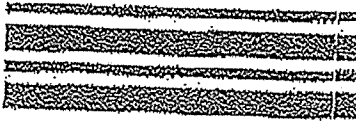
By:   
Annie Lombardi

STATE OF NEW YORK, COUNTY OF NEW YORK, ss.

On the <sup>August</sup> ~~35~~ day of ~~July~~, 2005, before me, the undersigned notary public, personally appeared Annie Lombardi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

DAWN BACHAN MUCKUNLALL  
Notary Public, State of New York  
No. 01BA0112158  
Qualified in Nassau County  
Commission Expires June 28, 2008



SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: ASSIGNMENT OF MORTGAGE/MOP  
Number of Pages: 3  
Receipt Number : 05-0098803

Recorded: 09/21/2005  
At: 09:19:24 AM

LIBER: M00021132  
PAGE: 759

District:  
0200

Section:  
983.10

Block:  
01.00

Lot:  
022.000

EXAMINED AND CHARGED AS FOLLOWS  
Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$9.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Notation	\$0.50	NO	Cart. Copies	\$0.00	NO
RPT	\$30.00	NO	SCM	\$0.00	NO
			Fees Paid	\$64.50	

THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL

Edward P. Romaine  
County Clerk, Suffolk County

1 2		RECEIVED 2009 Sep 21 09:19:24 PM Edward P. Rinaldi CLERK OF SUFFOLK COUNTY 1 HRC021132 P 739	
Number of pages <u>3</u> TORRENS Serial # _____ Certificate # _____ Prior Oct. # _____			
Deed / Mortgage Instrument		Deed / Mortgage Tax Stamp	
3			
FEES		Recording / Filing Stamp	
Page / Filing Fee <u>9</u> Handling <u>4.00</u> TP-584 _____ Notation _____ RA-5717 (County) _____ Sub Total <u>14.50</u> RA-5217 (State) _____ R.P.T.S.A. <u>3</u> Comm. of Ed. <u>5.00</u> Affidavit _____ Certified Copy _____ NYS Surcharge <u>13.00</u> Sub Total <u>50</u> Other _____ Grand Total <u>64.50</u>		Mortgage Anal. 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Addit. _____ or _____ Spec./Add. _____ TOT. MTG. TAX _____ Dual Town _____ Dual County _____ Held for Approximation _____ Transfer Tax _____ Munition Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES _____ or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.	
4 Dist. <u>0200</u> Section <u>943.10</u> Block <u>01.00</u> Lot <u>022.02</u> Real Property Tax Services Agency: Verification PTS R CMA A 26-SEP-06 0200 98310 0100 022000		5 Community Preservation Fund Consideration Amount \$ _____ CFP Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____	
6 Satisfaction/Discharge/Release List Property Owners Mailing Address RECORD & RETURN TO: Rahmanian Associates, LLC 1250 Broadway, Suite 3701 New York, NY 10021		7 Title Company Information Co. Name <u>Suffolk</u> Title # <u>52501553</u>	
<b>Suffolk County Recording &amp; Endorsement Page</b>			
This page forms part of the attached <u>Instrumental Mortgage</u> made by:			
<u>2010 Dear Road, LLC</u> (SPECIFY TYPE OF INSTRUMENT) The premises herein is situated in SUFFOLK COUNTY, NEW YORK			
In the Township of <u>Brookhaven</u> In the VILLAGE _____ or HAMLET of _____			
BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.			

Form 8022 (3/00) - Assignment of Mortgage with Recourse - Individual or Corporation. (Single Sheet)  
 CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

**KNOW THAT**

20 Deane Road, LLC  
 20 Deane Road  
 Taldan, New York 11784

In consideration of

*pen*

, assignor,

paid by

Capital Lending Group, LLC  
 1260 Broadway, 37th Floor  
 New York, New York 10001

, assignee,

hereby assigns unto the assignee,

Mortgage dated the 2nd day of August, 2005, made by T2 Greenwich, LLC  
 to 20 Deane Road, LLC

In the principal sum of \$ 420,000.00  
 in full of  
 of the

and recorded on the  
 of Mortgage, page

to be recorded simultaneously  
 in the office of the  
 covering premises

TOGETHER with the bond or note or obligation described in said mortgage, and the moneys due and to grow due  
 thereon with the interest TO HAVE AND TO HOLD the same unto the assignee and to the assignors, legal  
 representatives and assigns of the assignee forever.

AND the assignor covenants that there is now owing upon said mortgage, without offset or defense of any kind,  
 the principal sum of

with interest thereon at \_\_\_\_\_ per centum per annum from the \_\_\_\_\_ day of \_\_\_\_\_

the word "assignor" or "assignee" shall be construed as if it read "assignor" or "assignee" whenever the sense of this  
 instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment the \_\_\_\_\_ day of \_\_\_\_\_  
 in presence of

20 Deane Road, LLC

By: *[Signature]*  
 Elton Fogarty

Acknowledgment taken in New York State

State of New York, County of Nassau

On the 25 day of August, in the year 2006, before me, the undersigned, personally appeared

Eden Fogarty  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Signature]*

**DAWN BACHAN MCKUNALL**  
Notary Public, State of New York  
No. 0184612186  
Qualified in Nassau County  
Commission Expires June 28, 2009

Acknowledgment by Subscribing Witnesses taken in New York State

State of New York, County of

On the day of , in the year , before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that he/she/they reside(s) in

that he/she/they know(s) to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the time the subscribed he/she/they acted as a witness thereto.

NY# No. SUPP 2001553

20 Dorsey Road, LLC

TO  
Capital Funding Group, LLC

Acknowledgment taken in New York State

State of New York, County of

On the day of , in the year , before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Acknowledgment taken outside New York State

State of , County of  
(or least District of Columbia, Territory, Possession or Foreign Country)

On the day of , in the year , before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before me underigned in the

(add the city or political subdivision and the state or country or other place the acknowledgment was taken).

DISTRICT 0200

SECTION 005.10

BLOCK 01.00

LDT 027.000

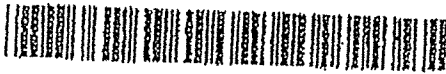
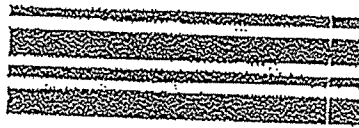
COUNTY OR TOWN Sutton

RETURN BY MAIL TO:

Holmen & Associates, LLC  
1200 Broadway, 37th Floor  
New York, New York

Zip No. 10011

NOTARY PUBLIC STATE OF NEW YORK



SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: ASSIGNMENT OF MORTGAGE/MOP  
Number of Pages: 3  
Receipt Number : 06-0034531

Recorded: 06/05/2006  
At: 03:04:32 PM

LIBER: M00021271  
PAGE: 842

District:  
0200

Section:  
983.10

Block:  
01.00

Lot:  
022.000

EXAMINED AND CHANGED AS FOLLOWS

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$9.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Notation	\$0.50	NO	Cart.Copies	\$0.00	NO
RPT	\$30.00	NO	SDTM	\$0.00	NO
			Fees Paid	\$64.50	

THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL

Judith A. Pascala  
County Clerk, Suffolk County

1 2		RECORDED 2018 MAY 16 02:04:52 PM JUDITH L. PASCALE CLERK OF SUFFOLK COUNTY L. NEWBURY P. 892	
308084 Number of pages <u>3</u> TORRENS Serial # _____ Certificate # _____ Prior C.C. # _____			
Deed / Mortgage Instrument		Deed / Mortgage Tax Stamp	
3		RECORDING / FILING STAMPS	
FEES			
Page / Filing Fee <u>9.00</u> Handling <u>5.00</u> TP-584 _____ Notation <u>IN</u> <u>50</u> BA-52 17 (County) _____ Sub Total <u>14.50</u> BA-52 17 (State) _____ R.P.T.S.A. <u>30</u> Count of Ed. <u>5.00</u> Affidavit _____ Certified Copy _____ NYS Surcharge <u>12.00</u> Sub Total <u>50.00</u> Other _____ Grand Total <u>64.50</u>		Mortgage Amt. _____ 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Add. _____ or _____ Spec./Add. _____ TOT. MTGL. TAX _____ Dual Turn _____ Dual County _____ Held for Apportionment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES _____ or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.	
4 Dist. <u>10.00</u> Section <u>983.10</u> Block <u>01.00</u> Lot <u>012.000</u>		5 Community Preservation Fund Consideration Amount \$ _____ CPF Tax Due <u>5</u> Improved _____ Vacant Land _____ TD _____ TD _____ TD _____	
6 Satisfactions/Discharges/References List Property Owners Mailing Address RECORD & RETURN TO: Record and Return to: Jennifer McGowan BayView Loan Servicing, LLC 4425 Ponce de Leon Blvd., 5th Floor Coral Gables, Florida 33146		7 Title Company Information Co. Name _____ Title # _____	
<b>8 Suffolk County Recording &amp; Endorsement Page</b>			
This page forms part of the attached <u>Assignment of Mortgage</u> made by:			
(SPECIFY TYPE OF INSTRUMENT)			
<u>Capital Lending Group, Inc.</u> <u>1025 Broadway, 39th Floor, City, NY 10001</u>		The premises herein is situated in SUFFOLK COUNTY, NEW YORK.	
TO <u>BayView Loan Servicing, LLC</u> <u>1105 Avenue of the Americas, 11th Floor, New York, NY 10001</u>		In the Township of <u>Brookhaven</u> In the VILLAGE of <u>Shirley</u> HAMLET of _____	
BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.			
(over)			

RECORDED

Form 1025 (2005) - Assignment of Mortgage with Coverage - Individual or Corporation (Single Asset)  
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

Assignment of Mortgage

KNOW THAT  
Capital Lending Group, LLC  
1200 Broadway, 37th Floor  
New York, New York 10001

In consideration of

paid by  
Bayview Loan Servicing, LLC  
4425 Ponce De Leon, 5th FL  
Coral Gables, FL 33146

hereby assign with this assignee,

Mortgage dated the 3 day of August, 2005, made by 72 Grandview, LLC  
to 20 Ocean Road, LLC

In the principal sum of \$420,000.00  
in Liber 1000021432 of Section 61A  
and recorded on the 21 day of September, 2005,  
of Mortgage, page 738, in the office of the Suffolk County Clerk.

Property address: 72 Grandview Drive, Shrewsbury, MA 01545

This assignment is not subject to the  
requirements of any section 273 of the Real  
Property Law because it is an assignment  
with the recording mortgage recorded.

TOGETHER with the bond or obligation described in said mortgage, and the moneys due and to grow due  
thereon with the interest TO HAVE AND TO HOLD the same unto the assignee and to its successors, legal  
representatives and assigns of the assignor forever.

AND the assignor covenants that there is now owing upon said mortgage, without offset or defense of any kind,  
the principal sum of

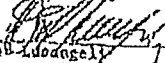
the word "assignor" or "assignee" shall be construed as if it read "assignor" or "assignee" whenever the sense of this  
instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment the 24 day of August, 2005.

IN PRESENCE OF:

Capital Lending Group, LLC

By:

  
David L. Dodge

Acknowledgment taken in New York State

Date of New York, County of

On the 29 day of August, in the year 2003, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Signature]*

DAWN EACHAN MUCKUNLALL  
Notary Public, State of New York  
No. 0184811216H  
Commission Expires June 20, 2008

Acknowledgment by Subscribing Witness taken in New York State

State of New York, County of

On the day of, in the year, before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, who being by me duly sworn, did depose and say that he/she/they reside(s) in

that he/she/they know(s) to be the individual described in and who executed the foregoing instrument; that said subscribing witness has placed and now has exposed the same; and that each witness at the same time subscribed his/her/their name(s) as a witness thereto.

TRK No. SUFF 2501553

Acknowledgment taken in New York State

State of New York, County of

On the day of, in the year, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Acknowledgment taken outside New York State

State of, County of  
(or Insular District of Columbia, Territory, Possession or Foreign Country)

On the day of, in the year, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that each individual made such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgment was taken).

DISTRICT 0200

SECTION 053.10

BLOCK 01.00

LOT 022.000

COUNTY OR TOWN BUNK

RETURN BY MAIL TO:

Record and Return to:  
Jennifer McGovern  
DayView Loan Servicing, L.L.C.  
4425 Ponte de Leon Blvd., 5th Floor  
Coral Gables, Florida 33146

Prepared By: Melissa Hatcher  
DayView Loan Servicing, L.L.C.  
4425 Ponte de Leon Blvd., 5th Floor  
Coral Gables, FL 33146

00353142391